

EXHIBIT I



Date: February 22, 2010

To: Mr. Steven Friend
Zinn Companies, Inc.
Dba Pines Pontiac-GMC-Buick

As you may know, pursuant to an Order from the Bankruptcy Court supervising General Motors Corporation's bankruptcy proceedings, all judicial and administrative matters involving the former GM were stayed until further Order of the Court. Consequently, all mediations pending involving GM dealers were stayed.

In mid-June 2009, Pines Pontiac-GMC-Buick-Term dealership signed a Wind Down Agreement that expressly released any claims or disputes of any nature relating to mediation which was pending concerning the results of the audit of the dealership that occurred on March 6, 2009 and detailed \$55,6671.79 to be charged back to the dealership.

Specifically, Paragraph 6 of that Wind Down Agreement states:

Release: Covenant Not to Sue: Indemnity

In consideration for the covenants and agreements set forth herein, without limitation, the assignment of the Dealer Agreements in the 363 Sale:

- (a) Dealer, for itself, the other Dealer Parties, hereby releases, settles, cancels, discharges, and acknowledges to be fully satisfied any and all claims, demands, damages, debts, liabilities, obligations, costs, expenses, liens, actions, and causes of action of every kind and nature whatsoever (specifically including any claims which are pending in any court, administrative agency or board or under the mediation process of the Dealer Agreements), whether known or unknown, foreseen or unforeseen, suspected or unsuspected ("Claims"), which Dealer or anyone claiming through or under Dealer may have as of the date of execution of this letter agreement against the GM parties, arising out of or relating to (i) the Dealer Agreements or this letter agreement....

The United States Bankruptcy Court for the Southern District of New York subsequently approved a 363 sale of certain assets of the former General Motors Corporation to General Motors Company (now General Motors LLC) and the Court expressly found the Participation Agreements were valid properly executed documents.

As a result of executing the Wind Down Agreement, Pines Pontiac-GMC-Buick dealership has released any claims or disputes relating to this audit and the matter is accordingly not eligible for mediation.

This debit will be processed March 11, 2011

The enclosed Audit Debit Summary dated March 6, 2009 in the amount of \$55,6671.79 is provided for your reference.

A handwritten signature in black ink, appearing to read "Jeff Watts", is positioned above the printed name.

Jeff Watts
Director Events &
Dealer Mediation
General Motors LLC



March 6, 2009

Mr. Steven Friend, Group GM
Zinn Companies, Inc.
Dba Pines Pontiac-GMC-Buick
16100 Pines Blvd.
Pembroke Pines, FL 33027

Re: Dealer Audit Report:	SALES & SFE	Country:	USA
Region:	VSSM Southeast	Dealer Code:	B 39 251; T 53 517; P 17 053
GMAS Audit Code:	ANDLVSCODENAA090	Site Code:	06090
GMAS Auditor(s):	Dana Rush	BAC Code:	130566
Audit Period:	8/23/2007 - 2/22/2009		
CSI Extended:	09/20/2003 - 8/22/2007		
Audit Contact Period:	02/23/2009 - 03/06/2009		

As a result of this audit at your dealership, deviations from GM VSSM incentive program guidelines and policies were identified. During the audit period, 8/23/2007 - 2/22/2009 approximately 369 cases were analyzed. For the extended audit 09/20/2003-8/22/2007 approximately 89 CSI cases were analyzed. Sales incentive payment eligibility is dependent on compliance with all relevant program guidelines and policies. Deviations identified are summarized below and details of the audit and non-compliant items are shown on the attached documents.

REVISED DEBIT SUMMARY – GM Bankruptcy

Deviation Category	Deviation Description	Cases / Lines	Debit Amount (Local Currency)
			\$
1	Documentation Not Received	25/25 23/25	27,081.79 25,271.79
	Total GM Claim for CSI Intervention (SFE)		TBD 531,400.00
	Total Debit and Damages		-27,081.79 \$556,671.79

Pines Pontiac GMC Buick should review its dealership administrative process to ensure all staff members are acquainted with Southeast Region VSSM sales incentive requirements for sales incentive documentation and guidelines. This confirms our meeting on March 6, 2009 and review of the audit findings.

Pursuant to the June 1, 2009 Order of the United States Bankruptcy Court for the Southern District of New York, all judicial, administrative and other actions and proceedings against General Motors Corporation are stayed, restrained and enjoined until further Order of the Court. Please see attached for settlement terms.

Dana Rush, GMAS

Mr. Steven Friend, Group General Manager

General Motors Corporation
GM Audit Services

100 Renaissance Center
MC 482 A38 D82
Detroit, MI 48265-1000

(313) 665-3584
Fax (313) 665-3534

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C/O LEGAL PROCEEDING PROCESS
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UNITED STATES US

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The settlement letter you received on Tuesday, February 23 (dated February 22) contained the incorrect date of when the stated debt would be processed. Attached is a new letter with the corrected date.



Date: February 23, 2010

To: Mr. Steven Friend
Zinn Companies, Inc.
Dba Pines Pontiac-GMC-Buick

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Director Events &
Dealer Mediation
General Motors LLC

The logo for edX, featuring the letters 'edX' in a large, bold, sans-serif font. The 'e' and 'd' are lowercase, while the 'X' is uppercase. The 'X' is composed of two overlapping 'X' shapes, one slightly offset from the other, creating a sense of depth or a double 'X'. The logo is positioned at the top of the page.

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1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

2. Once the problem is identified, the next step is to define the objectives and goals of the project. This helps to clarify what needs to be achieved and provides a clear direction for the work.

3. The third step is to develop a plan or strategy to address the problem. This involves breaking down the problem into smaller, manageable tasks and determining the resources needed to complete them.

4. The fourth step is to implement the plan. This involves putting the strategy into action and monitoring progress to ensure that the project is on track.

5. The final step is to evaluate the results of the project. This involves assessing the outcomes against the objectives and goals to determine the effectiveness of the intervention.

6. Throughout the process, it is important to communicate and collaborate with all stakeholders involved. This ensures that everyone is aware of the progress and can contribute to the success of the project.

7. Finally, it is important to document the process and results of the project. This provides a record of what was done and can be used to inform future projects.

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